

EXHIBIT C

DELPHI*6MT-800 mod**(Lewin)*

Energy & Chassis Systems

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Seller:

DELPHI ENERGY & CHASSIS SYSTEMS
 5820 DELPHI DR
 TROY, MI 48098
 EE.UU.

Requirements Contract

PO Number: 550075014
 Version: 06/06/2005 15:50:52

Date Issued:
 06/06/2005

Deliver to:

DELPHI E & C NEEDMORE
 3100 NEEDMORE RD.
 DAYTON OH 45414
 EE.UU.

LE BILLET QUERETARO SA DE CV

LBO FOUNDRY
 CALLE 2 NO 18 FRACC.
 INDUSTRIAL BENITO JUAREZ
 76120 QUERETARO
 MEXICO

Vendor No: 1005890
 DUNS No: 812366834

Payment Terms: VNN2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB- Freight Collect

Item No.	Material No.	Plant
00010	Description	

18084773
 BODY-M/CYL 37.0 DIA (CST)
 BODY-MCYL-37.0 DIA(CST)

HA02 DELPHI E & C NEEDMORE

Valid From	Valid To	Currency	Price	Price Unit	UOM
03/29/2005	12/31/2007	USD	4,600.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

This Contract replaces previous contract # - .

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions, please contact Menlo Worldwide Logistics at 800-863-9433. Failure to follow these instructions could result in a charge back to your company!

Purchasing Contact: Reuter, Laura

Phone: 937-455-7854

Fax: 937-455-9133

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS
 2000 FORRESTER BLVD,
 KETTERING OH 45420

DELPHI

Energy & Chassis Systems

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LE DELPHI QUERETARO SA DE CV
L8Q FOUNDRY
 CALLE 2 NO 18 FRACC.
 INDUSTRIAL BENITO JUAREZ
 76120 QUERETARO
 MEXICO

Requirements Contract

PO Number
 550075914
 Version
 06/06/2005 15:30:52

Date Issued
 06/06/2005

Item No.	Material No.	Plant
Description		

Notes Continued:

 Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and monitored by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

 Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other documents issued by buyer or accepted in writing by buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If seller accepts this Contract in writing or terminates any of the work or services which are the subject of this Contract, seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any addition to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which seller proposes will be deemed to be rejected by buyer except to the extent that buyer expressly agrees to accept any such proposal in writing.

 Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

 Marks Escalation/escalation Annex